

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Canine Hardware Inc.	12/14/2012
RECEIVING PARTY DATA	
Name:	Chase Capital Corporation, as Collateral Agent
Street Address:	10 S. Dearborn Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
PROPERTY NUMBERS Total: 35	
Property Type	Number
Patent Number:	D636542
Patent Number:	D609761
Patent Number:	D609290
Patent Number:	D523190
Patent Number:	D640338
Patent Number:	D666686
Patent Number:	D424640
Patent Number:	D636541
Patent Number:	D602542
Patent Number:	D640329
Patent Number:	D461603
Patent Number:	D493262
Patent Number:	D529239
Patent Number:	D495100
Patent Number:	D495101

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Patent Number:	D577396
Patent Number:	D636543
Patent Number:	D528710
Patent Number:	D493261
Patent Number:	D641109
Patent Number:	D493260
Patent Number:	D516145
Patent Number:	6076829
Application Number:	11134472
Patent Number:	7976417
Application Number:	29429549
Application Number:	29405974
Application Number:	29401641
Application Number:	29429548
Application Number:	29429547
Application Number:	29429545
Application Number:	29429544
Application Number:	13192097
Application Number:	12029409
Application Number:	13572366

CORRESPONDENCE DATA

Fax Number: 2127757306
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 326-3939
 Email: NYTEF@JONESDAY.COM
 Correspondent Name: Beth Vogel, Esq.
 Address Line 1: 222 Eat 41st Street
 Address Line 2: Jones Day
 Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	879047-121036
NAME OF SUBMITTER:	Beth Vogel
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 7

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT dated as of December 14, 2012 (“Agreement”), between Canine Hardware Inc., a Washington corporation (together with its successors and assigns, the “Grantor”), and Chase Capital Corporation, as collateral agent (together with its successors and assigns in such capacity, the “Collateral Agent”), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

RECITALS:

(1) This Agreement is made pursuant to the Amended and Restated Credit Agreement, dated as of December 14, 2012 (as amended, restated or otherwise modified from time to time, the “Credit Agreement”), among Daskocil Manufacturing Company, Inc., a Texas corporation, and all domestic subsidiaries thereof added as a borrower under the Credit Agreement, as the borrowers (in each case, the “Borrower”), Petmate Holdings Co., a Delaware corporation, certain subsidiaries of the Borrower from time to time party thereto, the lenders party thereto and the Collateral Agent.

(2) In connection with the Credit Agreement, the Grantor is a party to an Amended and Restated Pledge and Security Agreement, dated as of December 14, 2012 (as amended, restated or otherwise modified from time to time, the “Security Agreement”), among the Grantor, the other grantors named therein and the Collateral Agent, pursuant to which the Grantor has granted to the Collateral Agent, for the benefit of the Secured Creditors, a continuing security interest in, assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby covenants and agrees with the Collateral Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Creditors, a security interest in (whether now owned or hereafter acquired by the Grantor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Grantor in and to the following, whether now existing or hereafter acquired:

(i) all of the Patents issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A hereto);

(ii) all applications for Patents to be issued by the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all Patents issued by any other country or any office, agency or other governmental authority thereof;

(iv) all applications for Patents to be issued by any office, agency or other governmental authority referred to in clause (iii) above;

(v) all registrations and recordings with respect to any of the foregoing; and

(vi) all reissues, extensions and renewals of any of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Grantor and the Collateral Agent primarily for recording purposes as contemplated by the Security Agreement, dated as of the date hereof, between the Grantor and any other Grantors named therein, as debtors, and the Collateral Agent, as secured party for the benefit of the Secured Creditors. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Security Agreement, the terms and provisions of such Security Agreement shall govern.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

CANINE HARDWARE INC.

By: 
Name:
Title:

Accepted and acknowledged by:

CHASE CAPITAL CORPORATION,
as Collateral Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

CANINE HARDWARE INC.

By: _____

Name:

Title:

Accepted and acknowledged by:

CHASE CAPITAL CORPORATION,
as Collateral Agent

By: _____

Name:

Title:

W. Robert Felker
Chief Operating Officer

Schedule A

to Patent Security Agreement

COUNTRY	TITLE	SERIAL NO	FILING DATE	PATENT NO	ISSUE DATE	STATUS
UNITED STATES	Alligator Pet Toy	29/357902	3/18/10	D636542	4/19/11	ISSUED
UNITED STATES	Ball	29/339383	6/29/09	D609761	2/09/10	ISSUED
UNITED STATES	Ball	29/339385	6/29/09	D609290	2/02/10	ISSUED
UNITED STATES	Ball Fetch Toy	29/225206	3/09/05	D523190	6/13/06	ISSUED
UNITED STATES	Ball Launcher	29/368475	8/24/10	D640338	6/21/11	ISSUED
UNITED STATES	Ball Throwing Aid	29/405983	11/08/11	D666686	9/04/12	ISSUED
UNITED STATES	Ball Throwing Apparatus	29/106382	6/15/99	D424640	5/09/00	ISSUED
UNITED STATES	Diving Duck Pet Toy	29/357901	3/18/10	D636541	3/31/11	ISSUED
UNITED STATES	Erratic Ball	29/332189	2/10/09	D602542	10/20/09	ISSUED
UNITED STATES	Flying Disc	29/368477	8/24/10	D640329	6/21/11	ISSUED
UNITED STATES	Flying Pet Toy	29/149493	10/10/01	D461603	8/13/02	ISSUED
UNITED STATES	Football Pet Toy	29/176730	2/25/03	D493262	7/20/04	ISSUED
UNITED STATES	Golf Ball Fetch Toy	29/225167	3/09/05	D529239	9/26/06	ISSUED
UNITED STATES	Golf Ball Pet Toy	29/176721	2/25/03	D495100	8/24/04	ISSUED
UNITED STATES	Hockey Puck Pet Toy	29/176728	2/25/03	D495101	8/24/04	ISSUED
UNITED STATES	Ridged Variable Welt Ball	29/303636	2/13/08	D577396	9/23/08	ISSUED
UNITED STATES	Shark Fin Pet Toy	29/357904	3/18/10	D636543	4/19/11	ISSUED

COUNTRY	TITLE	SERIAL NO	FILING DATE	PATENT NO	ISSUE DATE	STATUS
UNITED STATES	Soccer Ball Fetch Toy	29/225216	3/09/05	D528710	9/19/06	ISSUED
UNITED STATES	Soccer Ball Pet Toy	29/176724	2/25/03	D493261	7/20/04	ISSUED
UNITED STATES	Surfboard Pet Toy	29/357905	3/18/10	D641109	7/05/11	ISSUED
UNITED STATES	Tennis Ball Pet Toy	29/176720	2/25/03	D493260	7/20/04	ISSUED
UNITED STATES	Variable Welt Ball	29/228877	4/29/05	D516145	2/28/06	ISSUED
UNITED STATES	Ball Throwing Apparatus and Method	90009157	5/21/08	6076829	7/6/10	ISSUED
UNITED STATES	Ball Throwing Apparatus and Method	09167090	10/05/98	6076829	6/20/00	ISSUED
UNITED STATES	Flying Pet Toy	11134472	5/19/05	RE40533	10/7/08	ISSUED
UNITED STATES	Whistle Ball	12370445	2/13/09	7976417	7/12/11	ISSUED
UNITED STATES	Bumper Pet Toy	29/429549	8/13/12			PENDING
UNITED STATES	Flying Pet Toy	29/405974	11/08/11			PENDING
UNITED STATES	Pet Toy	29/401641	09/13/11			PENDING
UNITED STATES	Reverse Welt Prolate Spheroid Ball Design	29/429548	08/13/12			PENDING
UNITED STATES	Rolling Ring Toy	29/429547	08/13/12			PENDING
UNITED STATES	Three-Sided Indoor Ball	29/429545	08/13/12			PENDING
UNITED STATES	Three-Wing Indoor Flyer	29/429544	08/13/12			PENDING
UNITED STATES	Launcher and Projectile Type Pet Toy	13/192097	7/27/11			PENDING
UNITED STATES	Animal Throw Toy	12/029409	02/11/08			PENDING
UNITED STATES	Reverse Welt Ball	13/572366	08/10/12			PENDING